

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MARYLAND  
GREENBELT DIVISION

IN RE:  
Gregory J. Casamento  
Debtor  
and

BCN#: 21-16504  
Chapter: 13

BANK OF AMERICA, N.A.  
Movant

**MOTION FOR AUTHORITY TO MODIFY THE TERMS OF AN EXISTING SECURED  
LOAN FOR REAL PROPERTY AND NOTICE OF OPPORTUNITY TO OBJECT**

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COMES NOW, Bank of America, N.A. (the “Movant”), by counsel, and files this Motion for Authority to Modify Existing Mortgage and seeks Court authority to modify the terms of the Deed of Trust and Promissory Note with a Partial Claims Mortgage (hereinafter referred to as the “Agreement”) in order to care for \$24,851.73 consisting of mortgage payments in forbearance due to the COVID-19 pandemic and submits the following information regarding the modified loan::

1. The Debtor has ownership interest in real property located at 14218 Oxford Drive, Laurel, MD 20707 (the “Property”).
2. The Property is encumbered by a deed of trust lien, which deed of trust secures the payment of a promissory note to Movant.
3. Upon information and belief, Debtor desires to modify the terms of the deed of trust and promissory note with the Movant with a Promissory Note and Partial Claims Mortgage (hereinafter collectively referred to as the Modification Agreement in order to care for \$24,851.73 consisting of mortgage payments in forbearance due to the COVID-19 pandemic.

4. The Mortgage Servicer, Bank of America, N.A. (“Servicer”), has tendered to Debtor a document detailing the terms of proposed Partial Claims Note and Mortgage (the “Agreement”). A copy of the Agreement is attached to this motion as an Exhibit and is incorporated herein by this reference.

5. The terms of the proposed Agreement are as follows:

- a. The proposed additional principal balance of the loan is \$165,782.37;
  - b. The term of the Agreement before and after the modification has a maturity date of November 1, 2062;
  - c. The monthly payment before the loan modification was \$701.04 for Principal and Interest and \$527.46 for escrow for a total payment amount of \$1,228.50, and the initial monthly payment immediately after modification will be \$1,075.69 for Principal and Interest and \$542.75 for escrow for a total payment of \$1,618.44.
  - d. The applicable interest rate before the modification was 4.0% and under the Agreement is 7.375%;
  - e. The Agreement does not include any future payment changes; and
  - f. The modification agreement will result in a balloon payment due at the end of the loan. Movant is without information whether the Debtor intends to modify their Chapter 13 Plan.
6. The proposed Modification Agreement is beneficial to Debtor because it cures arrears derived from mortgage payments in not paid as a result of a forbearance granted during the COVID-19 pandemic without having to make up the payments until the maturity date.

WHEREFORE, for the foregoing reasons, Movant respectfully requests this Honorable Court to enter an order permitting Debtor to modify the current loan with Movant in accordance with the terms of the Promissory Note and Partial Claims Mortgage comprising the Modification Agreement, and for such other and further relief as the Court deems proper.

Date: December 8, 2022

Respectfully submitted,

/s/Randa S Azzam

William M. Savage, Esquire  
Federal I.D. Bar No. 06335  
Malcolm B. Savage, III, Esquire  
Federal I.D. Bar No. 20300  
Randa Azzam, Esquire  
Federal I.D. Bar No. 22474  
Gregory N. Britto, Esquire  
Federal I.D. Bar No. 22531  
LOGS Legal Group LLP  
10021 Balls Ford Road, Suite 200  
Manassas, VA 20109  
(703) 261-7420  
logsecf@logs.com

**NOTICE OF OPPORTUNITY TO REQUEST A HEARING  
TO CREDITORS AND PARTIES IN INTEREST**

You are notified of the filing of the foregoing Motion by the Secured Creditor requesting Court authority to modify the terms of an existing secured loan for real property. Any interested party objecting to the loan modification must file an objection with the United States Bankruptcy Court for the District of Maryland within fourteen (14) days after the date of this motion. You are further notified that unless an objection is filed, the Court may grant the motion without a hearing.

**CERTIFICATE OF SERVICE**

I hereby certify that on the \_\_\_8th\_\_\_ day of \_\_December\_\_\_\_\_, \_\_2022\_\_\_ the following person(s) were served a copy of the foregoing in the manner described below:

Via CM/ECF Electronic Notice:

James R. Logan  
James R. Logan P.A.  
2419 Maryland Avenue  
Baltimore, MD 21218

Debtor's Attorney

Timothy P. Branigan  
9891 Broken Land Parkway  
Suite 301  
Columbia, MD 21046

Chapter 13 Trustee

Via First Class Mail, Postage Prepaid:

Gregory J. Casamento  
14218 Oxford Drive  
Laurel, MD 20707

Debtor(s)

Jennifer Lee Casamento  
14218 Oxford Drive  
Laurel, MD 20707

Co-Debtor(s)

/s/Randa S Azzam

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Gregory N. Britto, Esquire  
Federal I.D. Bar No. 22531  
LOGS LEGAL GROUP LLP  
10021 Balls Ford Road, Suite 200  
Manassas, Virginia 20109  
(703) 449-5800  
logsecf@logs.com 16-260847